

**Certificate of Notice Page 1 of 4**  
 United States Bankruptcy Court  
 Eastern District of Pennsylvania

In re:  
 Ehsan Ullah Khan  
 Misbah Ehsan Khan  
 Debtors

Case No. 19-10715-elf  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-4

User: Randi  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 1

Date Rcvd: Jan 23, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 25, 2020.  
 db/jdb +Ehsan Ullah Khan, Misbah Ehsan Khan, 85 Sumerfield Drive, Mount Bethel, PA 18343-5365

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jan 25, 2020

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 23, 2020 at the address(es) listed below:

J. ZAC CHRISTMAN on behalf of Joint Debtor Misbah Ehsan Khan zac@fisherchristman.com,  
 office@fisherchristman.com  
 J. ZAC CHRISTMAN on behalf of Debtor Ehsan Ullah Khan zac@fisherchristman.com,  
 office@fisherchristman.com  
 JASON BRETT SCHWARTZ on behalf of Creditor Westlake Financial Services  
 jschwartz@mesterschwartz.com  
 REBECCA ANN SOLARZ on behalf of Creditor PNC BANK NATIONAL ASSOCIATION  
 bkgroup@kmlawgroup.com  
 ROLANDO RAMOS-CARDONA on behalf of Trustee SCOTT F. WATERMAN (Chapter 13)  
 ecfmail@readingch13.com  
 SCOTT F. WATERMAN (Chapter 13) ECFMail@ReadingCh13.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Misbah Ehsan Khan aka Misbah Khan aka Misbah E. Khan Ehsan Ullah Khan aka Ehsan Khan aka Ehsan U. Khan <u>Debtors</u>	CHAPTER 13
PNC BANK NATIONAL ASSOCIATION <u>Movant</u>	NO. 19-10715 ELF
vs.	
Misbah Ehsan Khan aka Misbah Khan aka Misbah E. Khan Ehsan Ullah Khan aka Ehsan Khan aka Ehsan U. Khan <u>Debtors</u>	11 U.S.C. Section 362
Scott F. Waterman, Esquire <u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$11,767.56**, which breaks down as follows:

Post-Petition Payments: October 2019 to January 2020 at \$2,684.14/month  
Fees & Costs Relating to Motion: \$1,031.00  
**Total Post-Petition Arrears \$11,767.56**

2. The Debtor(s) shall cure said arrearages in the following manner;

a). On or before January 31, 2020, the Debtors shall make a down payment in the amount of **\$5,368.28**;

b). Beginning on February 1, 2020 and continuing through July 1, 2020, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$2,684.14** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$1,066.55 from February 2020 to June 2020 and \$1,066.53 for July 2020** towards the arrearages on or before the last day of each month at the address below:

PNC BANK, NATIONAL ASSOCIATION  
3232 NEWMARK DRIVE  
MIAMISBURG, OH 45342

c). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

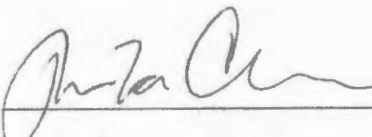
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: December 27, 2019

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: January 6, 2020

  
J. Zac Christman, Esquire  
Attorney for Debtor

Date:

1/17/2020



Scott F. Waterman, Esquire  
Chapter 13 Trustee

## **ORDER**

Approved by the Court this 23rd day of January, 2020. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge  
Eric L. Frank